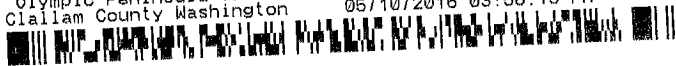


2016-1334322

Page 1 of 7 Agreement
Olympic Peninsula Title Company
Clallam County Washington 05/10/2016 03:58:13 PM



Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Kathryn Moore

106837-JR

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: Jamestown S'Klallam Tribe (Sponsor Name)

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE, including any
successor agencies.

Abbreviated Legal Description: S640' GOV LOT 1 E OF RIVER & W OF RD EXC TX#S 4.32A and
TX#5081 IN GOVT LOT 1 EXC EASE 1.99A, Clallam County, WA (More
particularly described in Exhibit "A" (Legal Description), and as depicted in
Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): Parcels 042902110050 and 042902110225

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Dungeness River

Floodplain Restoration- Robinson Phase, Project Number 15-1055 signed by the Grantor on the 16th day of November, 2015 and the Grantee the 23rd day of November, 2015 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and floodplain. This habitat supports or may support priority species or groups of species including but not limited to Chinook, coho, pink, steelhead, bull trout, cutthroat.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
3. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property



prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

A handwritten signature, possibly "SL" or "S.L.", is enclosed within a rectangular box.

GRANTOR:

Jamestown S'Klallam Tribe

By: Annette Nesse

Name: Annette Nesse

Title: Chief Operations Officer

Dated this 5th day of May, 2016

STATE OF WASHINGTON)
) ss
COUNTY OF Clallam)

I certify that I know or have satisfactory evidence that Annette Nesse is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Chief Operations Officer for the Sponsor, Jamestown S'Klallam Tribe and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

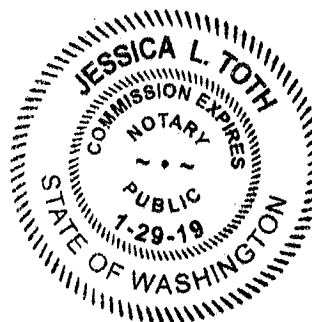
Dated: 05/05/2016

Signed: [Signature]

Notary Public in and for the State of Washington,

residing in Sequim

My commission expires 01/29/2019



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FOLLOWS

[Signature]

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE

By: Scott T. Rob

Name: Scott T. Robinson

Title: Deputy Director

Dated this 29th day of April, 2016

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

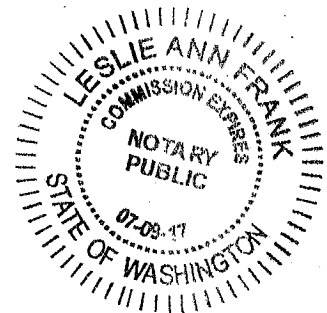
I certify that I know or have satisfactory evidence that Scott T. Robinson is the
person who appeared before me, and said person acknowledged that (he/she) signed this
instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

Dated: April 29, 2016

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-17



SLR

EXHIBIT A
Legal Description

Dungeness River Floodplain Restoration- Robinson Phase
Jamestown S'Klallam Tribe
Flath & Craft Property (2 parcels)
15-1055

Parcel # 042902110050

LEGAL DESCRIPTION:

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 29 NORTH, RANGE 4 WEST, W.M., LYING EASTERLY OF THE DUNGENESS RIVER, SOUTHERLY OF THE NORTH 50 FEET OF THE SOUTH 690 FEET AS CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 383005, AND WESTERLY OF COUNTY ROAD RIGHT OF WAY AS CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 383005; EXCEPT THAT PORTION CONVEYED TO JOSEPH E. LANGDON AND FLOSSIE LANGDON, HIS WIFE, BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 397894; AND EXCEPT THAT PORTION CONVEYED TO CARL M. BENSON AND AGNES R. BENSON, HIS WIFE, BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 476300. SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

Parcel # 042902110225

LEGAL DESCRIPTION:

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 29 NORTH, RANGE 4 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1;
THENCE NORTH 02°54'50" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 160.00 FEET;
THENCE NORTH 89°08'05" WEST TO A CONCRETE MONUMENT SET ON THE WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AS RIVERSIDE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUING NORTH 89°08'05" WEST 401.23 FEET TO THE EASTERLY BANK OF THE DUNGENESS RIVER;
THENCE NORTHERLY ALONG THE EASTERLY BANK OF THE DUNGENESS RIVER TO A POINT THAT IS 160.00 FEET NORTH OF THE LAST PRECEDING COURSE WHEN MEASURED AT RIGHT ANGLES THERETO;
THENCE SOUTH 89°08'05" EAST 367.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD;
THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

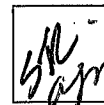


EXHIBIT B
Property Map

Dungeness River Floodplain Restoration- Robinson Phase
Jamestown S'Klallam Tribe
Flath & Craft Property (2 parcels)
15-1055

